

Stoney Point Camp Liability Release Form PST Activity

PLEASE READ CAREFULLY BEFORE SIGNING

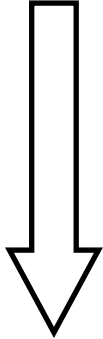
This form must be completed by and for each participant of Stoney Point Camp (SPC)
1460 Stoney Point Road Wyalusing PA, 18853 – Phone (570) 746-1428

Name of Participant: _____ Date(s) of Participation: _____ to _____

Is the Age of the Participant over 10?

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THE ACTIVITIES AT SPC. SPC DOES NOT GUARANTEE YOUR SAFETY.

PLEASE WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO INITIAL.



A. LIABILITY RELEASE -- I AGREE THAT: I choose to participate voluntarily and am fully aware and acknowledge that the PST activities including: Axe throwing, Slingshots, Tomahawk, Archery and other activities may include other strenuous activities that involve inherently dangerous risks of accident. In consideration of **SPC** allowing my participation in these activities, under the terms set forth herein, I, the Camper, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge **SPC**, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as "**ASSOCIATES**"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated; and I do further agree I shall bring no claims, demands, action and causes of action, and/or litigation, against **SPC** and/or **ITS ASSOCIATES** as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of **SPC**.

_____/____

B. REGISTRATION OF /PARTICIPANT, hereinafter known as Camper, AND AGREEMENT PURPOSE - I, the above listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to use **SPC** PST equipment, personnel today and on all future dates: _____

_____/____

C. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of **SPC's** physical location. Any dispute by the participant shall be litigated in and venue shall be the county in which **SPC** is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "**CAMPER**" shall herein refer to a person who uses PST equipment or otherwise handles or comes near the PST area from the ground. The terms "**I**", "**ME**", "**MY**" shall herein refer to the above registered camper and the parents or legal guardians thereof if a minor.

_____/____

D. ACTIVITY RISK CLASSIFICATION – I UNDERSTAND THAT: PST Activity is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.

____/____

F. CAMPER RESPONSIBILITY – I UNDERSTAND THAT: Upon picking up the PST equipment the Camper is in primary control of the equipment. The Camper’s safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to control equipment.. I agree that the Camper shall be responsible for his/her own safety and that of an unborn child if the Camper is pregnant. **SPC** advises pregnant women not to use PST equipment, unless permission is given under advice of her physician.

____/____

G. CONDITIONS OF NATURE – I UNDERSTAND THAT: **SPC** is NOT responsible for total or partial acts, occurrences, or elements of nature that can damage equipment.

____/____

H. LOOSE OBJECTS – I UNDERSTAND THAT: Campers must not carry loose items on which may interference with the PST equipment.

I. CERTIFIED SAFETY CLASS – All participants in a Stoney Point Camp PST activity must attend a certified Safety Class on site in order to participate. I, for myself and on behalf of my child and/or legal ward, have been offered this Safety class on site.

Does this participant have physical and/or mental health conditions, problems, and/or disabilities, which may affect his/her safety and ability to participate in any other activities? Yes No If “yes” describe here:

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT’S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

All Campers and Parents or Legal Guardians must sign below after reading this entire document:

SIGNATURE OF CAMPER (Spouses must sign for themselves.)

DATE _____

SIGNATURE OF PARENT, GUARDIAN #1

DATE _____

SIGNATURE OF PARENT, GUARDIAN #2

DATE _____